

SOLICITATION, OFFER AND AWARD		1. This Contract is a Rated Order Under DPAS (15 CFR 700)	Rating	Page I	of pages 35
2. Contract No.	3. Solicitation No. WC133A-08-RP-0197	4. Solicitation Type <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)	5. Date Issued 09/05/2008	6. Requisition/Purchase No. NAAJL200-8-47832	
7. Issued By U.S. DEPT OF COMMERCE/NOAA CENTRAL REGION ACQUISITION DIVISION 601 EAST 12TH STREET, RM. 1756 KANSAS CITY, MO 64106		Code aj830023	8. Address Offer To (If other than item 7) Code		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in 601 E. 12 St., Rm. 1756, KCMO 64106 until 12:00 PM (hour) local time Sep 12, 2008 (date).
CAUTION – LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1 All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name JACKIE A. SHEWMAKER	B. Telephone No. (NO COLLECT CALLS) (816)426-7462	C. E-Mail Address jacquelyn.a.shewmaker@noaa.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount for Prompt Payment (See Section I, Clause No. 52.232-8)	10 Calendar Days %	20 Calendar Days %	30 Calendar Days %	_____ Calendar Days %
14. Acknowledgment of Amendments <i>The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.</i>	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or print)
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15B. Telephone No. (Include area code)	15C. Check if Remittance Address is different from above. Enter such address in Schedule.	17. Signature	18. Offer Date
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AWARD (To be completed by Government)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Authority for Using Other Than Full and Open Competition: <input type="checkbox"/> 10 U.S.C. 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253 (c)()	23. Submit Invoices to Address Shown in (4 copies unless otherwise specified) Item	
24. Administered By (If other than Item 7) Code	Payment Will be Made By Code	

26. Name of Contracting Officer (Type or print)	27. United States of America (Signature of Contracting Officer)	28. Award Date
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Supplies or Services and Prices/Costs

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>SUPPORT SERVICES</p> <p>To establish an Indefinite Delivery, Indefinite Quantity (IDIQ) contract under Federal Supply Schedule (FSS) GS-23F-0037R for a variety of real estate support services for the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), Real Property Management Division (RPMD), in Silver Spring, MD.</p> <p>Support Services Contract</p> <p>See the Schedule of Prices in Section B.</p>				

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SECTION B

B.1 PRICING

a). All required services against this Indefinite Delivery Indefinite Quantity (IDIQ) contract will be ordered by issuance of task or delivery orders having fixed-price labor hours with some time and materials requirements (as necessary) for task completion.

The prices below are in accordance with the GSA Schedule approved rates for the labor categories specified for a five-year period or until the GSA Schedule expires whichever is sooner. The rates include Overhead, General and Administrative Expense and Profit. The rates represent the most discounted rate the Contractor would offer its most favorable customer. The rates may be further discounted on individual task or delivery orders.

Labor Category	Year I	Year II	Year III	Year IV	Year V
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

b.) Other Direct Costs

8 1/2 x 11 Copies (price per sheet) \$ _____

c.) Travel

Travel expenses will be computed at the per diem rates(s) provided in the Government Joint Travel Regulations (JTR) in effect at the time each task or delivery order is issued. The Contractor shall be reimbursed for actual cost of public conveyance. When travel is performed using a privately owned vehicle, the Contractor shall be reimbursed at the mileage rate provided in the Government JTR in effect at the time the task or delivery order is issued. Travel costs will be verified with the Government local travel agency.

The following policies are the Contracting Officer's interpretation of reasonable.

1. Commercial Airline tickets purchase shall be:
 - (a) Lowest non-penalty coach fare available which satisfies the schedule (except for immediate departure); or
 - (b) Reserved/purchased as far in advance as possible to make maximum use of discounts.
2. Airport parking one (1) night or more will be paid at the long-term parking rate.
3. Rental vehicles are authorized as follows:
 - (a) For 3 or less people - not to exceed the cost of the least expensive compact size;
 - (b) For 4 or 5 people - not to exceed the cost of the least expensive mid-size car/station wagon; or

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(c) For 6 or more people, or for carrying equipment, samples, etc - the least expensive of a van, or combination of compact, mid-size/station wagon , or van

4. Travel for 12 hours or less. No per diem (including meals will be paid when the official travel is 12 hours or less within the continental United States (CONUS)).

B.2 1352.216-70 CONTRACT TYPE (MAR 2000)

This is an Indefinite Delivery, Indefinite Quantity (IDIQ) type contract for services. It consists of a base period from the date of a contract award, through five calendar years thereafter.

(End of clause)

B.3 1352.216-72 MINIMUM AND MAXIMUM CONTRACT AMOUNTS (MAR 2000)

During the period specified in the ORDERING clause (FAR 52.216-18), the Government shall place orders totaling a minimum of \$1,000. The amount of all orders shall not exceed \$5 million.

(End of clause)

B.4 1352.216-73 CEILING PRICE (MAR 2000)

The ceiling price of this contract is \$5 million. The Contractor shall not make expenditures nor incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

(End of clause)

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 1352.211-70 STATEMENT OF WORK/SPECIFICATIONS (MAR 2000)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the following the Statement of Work/Specifications:

(End of clause)

C.2 STATEMENT OF WORK FOR REAL ESTATE SUPPORT SERVICES

C.2.1 Background

The United States Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), acting on behalf of the United States of America, has authority to acquire leasehold interests in real property for NOAA operations throughout the United States and US Territories through legislation and delegated leasing authority. NOAA has needs for additional professional assistance to support the acquisition/disposition, management, analysis and administration of leased and owned space.

The Contractor shall provide support services as described herein this Statement of Work. The Contractor shall perform all services under this agreement in a manner consistent with all Federal statutes and regulations that protects the Government's interests and provides the best value to the Government.

C.2.2 Description of Services

The contractor shall provide assistance to NOAA in real estate space acquisition/disposition, management, analysis and administration of leased and owned space. The Contractor shall be responsible for providing various real estate services, coordinating and managing the flow of these services, and following through with the completion of deliverables to the extent required on a project-by-project basis.

The Contractor will be responsible for providing all deliverables as ordered, in a timely and professional manner based upon a schedule agreed to by the parties upon issuance of each Task. Several Task Orders may run concurrently, so the Contractor must be able to supply enough staff, resources, and equipment to successfully complete all projects and tasks assigned within the time frame allotted. The Contractor shall submit all documents prepared by Contractor including deliverables to the NOAA project manager and/or contracting officer, as required, for review, comments and ultimate approval prior to Contractor's distribution of documents to a third party.

The award of this contract will not preclude NOAA from awarding additional contracts for similar services in the future in the event that NOAA determines that the award of additional contracts is necessary and in the Governments' best interest.

Performance of contract services requires expertise in both commercial real estate practices and Federal procurement regulations related to Federal lease acquisition. Federal lease acquisitions are required to be performed in compliance with Federal lease acquisition regulations, Federal lease law, applicable Executive Orders, and other procurement regulations.. **Information related to a Federal acquisition is protected by the Federal Procurement Integrity Act and disclosure to other than authorized parties is prohibited.**

All decisions regarding a lease acquisition made on behalf of the Government are reserved for the Real Property Contracting Officer (RPCO) who serves a dual role
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as the RPCP for the lease and the Contracting Officer's Technical Representative (COTR) for a task order awarded under the contract. The Contractor is prohibited from performing any inherently governmental functions listed in FAR Part 7.5.

This is a "nonpersonal" services contract as defined in FAR 37.101. It is therefore understood and agreed that the Contractor and/or Contractor employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the Government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, or financial requirements or constraints attendant to the performance of the contract; (3) shall be free from supervision or control by any Government employee but (4) shall, pursuant to the Government's right and obligation to inspect, accept or reject the work, comply with such general direction of the Contracting Officer or the duly authorized representative of the Contracting Officer as necessary to ensure accomplishment of contract objectives.

C.2.3 Lease Acquisition Services

For **Lease Acquisition Services**, NOAA shall provide the Contractor (if available) the user's space requirements, which will identify basic information, including, at a minimum, total usable square footage, number of personnel, type of space required, approved delineated area and program of requirements, as applicable. NOAA shall provide the Contractor a written overview of the specific real estate lease acquisition services required. Upon receipt of NOAA's needs, Contractor shall have five working days to prepare a detailed cost proposal and schedule for performance. The cost proposal may be based upon reimbursement to Contractor based upon brokerage fees, or through direct labor costs as specified in section 8.3 of this SOW. If user requirements are not available, the Contractor shall coordinate the development of this information, and prepare the cost proposal, which includes the level of effort. The Contractor shall be required to provide assistance to the RPCO and COTR as they conduct the lease acquisition from the point of receipt of the initial task order from NOAA through Lease award, including limited post-award administrative functions associated with the award of a new lease, as further defined herein.

In situations where NOAA orders Lease Acquisition Services, NOAA may order additional services from Related Real Estate Services to augment the Lease Acquisition Services.

Although the tasks for **Lease Acquisition Services** identified below appear to follow a sequence or linear plan, some steps may be performed concurrently or not at all, and NOAA will consider suggestions from the Contractor to modify the process for a particular lease acquisition with an emphasis on speedy delivery, cost efficiency, and quality of work product. Any plan of action proposed by the Contractor, together with the Contractor's performance of work, must comply with all Federal laws and agency regulations governing Federal space acquisition. The Contractor shall keep the RPCO or COTR apprised of the progress of a lease acquisition and/or particular tasks throughout the entire project with a minimum of one written progress report per month and/or as requested pursuant to a particular task. The format and information provided in such report shall be mutually determined between Contractor and NOAA. The Contractor's in-house key personnel shall provide all Lease Acquisition Services.

The Contractor will perform one or more of the following general Lease Acquisition Services. The determination of which services to be performed depends upon the nature of the task order, as mutually agreed upon between the NOAA and Contractor. Each task order will have a defined period of performance.

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C.2.3.1 Task 1 - Definition of Need

a. Perform Pre-Award Services

In concert with the agency's real estate team, the Contractor shall identify clearly defined objectives for each real estate project which could include, but may not be limited to the development of square footage needs for land and buildings, the establishment of a delineated area, the development of specialized build-out needs, etc. By exploring the full range of real estate objectives before engaging the market, the Contractor shall create and recommend a strategic plan that meets the agency's short and long term operational, qualitative, and procurement requirements.

b. Develop Schedules & Timelines

The Contractor shall develop, in coordination with the agency, a comprehensive Acquisition Plan that projects the dates of significant events throughout the agency's budgeting, acquisition, and occupancy process. The Contractor shall update the Acquisition Plan as events occur to document actual completion dates.

c. Prepare and Facilitate GSA Delegation of Authority

If required, the Contractor shall prepare written requests for the signature of a NOAA official to GSA requesting approval to use delegated authority for NOAA initiated acquisitions.

d. Prepare Preliminary Market Survey & Analysis

Prior to advertising for expression of interest on behalf of NOAA, the Contractor shall utilize market research tools and information to provide the agency with an in-depth survey and analysis of the proposed delineated area to confirm that viable real estate options meet the agency's criteria.

C.2.3.2 Task 2-Solicitation Process

a. Develop Competition Criteria & Advertisement

Based on the agency's project missions, special requirements, and the intelligence gathered through the preliminary market survey/analysis, the Contractor shall develop and recommend the criteria to foster a thorough competition designed to maximize options for the agency. The Contractor shall draft an appropriate advertisement and submit to the agency for approval if over 10,000 square feet, or other appropriate marketplace notices will be issued. If after following the market survey/advertisement, adequate competition does not exist, the Contractor shall prepare a Justification for Other than Full and Open Competition, and secure the signature of the RPCO.

b. Perform Market Survey & Analysis

Following the initial market survey/advertisement for expressions of interest, on behalf of NOAA, the Contractor shall attempt to contact representatives of all the potential sites discovered during the preliminary market survey in an effort to encourage competition. The Contractor shall then plan and conduct a tour of the offered properties for the agency. Following that, the Contractor shall analyze the market survey and present findings and recommendations to the agency including the need for an appraisal should estimated total contract rent (for the term of the lease including any option periods) exceed \$75,000.

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c. Translate Special Requirements to Lease Format

In cooperation with the agency, the Contractor shall study the unique program requirements and incorporate those requirements into actual factors in the lease that produce the greatest efficiencies in the pricing of offers. This could include development of award factors and a Source Selection Plan, and coordination of all activities relating to the ultimate Source Selection evaluation.

d. Develop Solicitation for Offers (SFO) & Lease Documents

The Contractor shall prepare a draft SFO that includes all lease requirements, standard forms, standard clauses, and attachments. Following approval from the agency, the Contractor shall distribute the documentation to each potential offeror. Throughout the procurement process, the Contractor shall maintain records of any verbal and written communication made on behalf of NOAA between the Contractor's firm, potential offerors, and any other authorized entities.

e. Conduct Pre-Bid Conference & Issue Amendments

In coordination with the agency, the Contractor shall organize and participate with NOAA in any pre-bid conference to both clarify the project requirements to potential offerors and to identify any conflicts in the SFO that need addressing. Following the pre-bid conference, the Contractor shall recommend to the agency any amendments to the SFO and lease documents that further enhance an offeror's ability to create efficiencies in pricing through better understanding of the lease requirement. As an alternative to the pre-bid conference, the Contractor may recommend to the agency that a specific project be better articulated to offerors through independent interviews rather than a pre-bid conference agenda.

f. Review & Evaluate Initial Offers

Once initial offers are received, the Contractor shall review each one to determine the levels of compliance with SFO requirements and inform NOAA of its findings. The Contractor shall support NOAA as the offers are evaluated for cost, building options, features, systems, safety, potential areas of concern, and economics, and ranked according to award factors in the SFO. The Contractor must prepare documentation, attend and manage results of Technical Evaluation Board(s), as required. In addition, the Contractor must provide all financial analysis of offers including prospectus, scoring, PV analyses and combine pricing & technical scores when ranking offers. At all times, the confidentiality and integrity of each offer must be guarded.

g. Negotiate Offers

After initial offers have been evaluated and ranked, and if NOAA establishes a competitive range, the Contractor shall schedule negotiations with offerors in that range. The Contractor shall assist NOAA in the negotiations, during which each offeror will be advised of deficiencies in their offers, including discrepancies in their pricing.

h. Final Proposal Revisions

Upon completion of negotiations, if any, the Contractor shall notify offerors in the competitive range of the due date for receipt of final proposal revisions (FPR). FPRs will be evaluated and ranked in accordance with the evaluation criteria set forth in the SFO. The Contractor shall assist NOAA in the review of the FPRs, and recommend to NOAA the offer that provides the best value to the

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Government. Upon NOAA's selection of an offeror for award, the Contractor shall provide support to NOAA and, if required, complete the Price Negotiation Memorandum and other required award justification documents outlining the rationale for the award decision and submit to the agency for approval and signature.

C.2.3.3 Task 3 - Lease Award

a. Prepare Original Lease for Award

The Contractor shall produce an executable document for the agency's review and approval, and provide originals to the successful offeror for signature. The Contractor shall support the agency on final documentation of the lease file, including but not limited to, the preparation of justifications, pre-validation of budget, and the preparation of internal review and approval documents. The Contractor shall conduct a non-technical accuracy review of the appraisal used for the operating lease analysis. Upon the execution of the lease by the agency, the Contractor shall provide a final reconciliation of the lease file.

b. Complete Analysis for A-11, Prepare Lease Review Board Package, and Present Package to Lease Review Board.

The Contractor shall complete NOAA's forms for FASAB and A-11 analysis, complete a Lease Review Board Checklist, assemble all documents for the Lease Review Board, and provide the proposed lease to NOAA for presentation to the Lease Review Board. Any changes required by the Board will be made by the Contractor.

c. Coordinate Lease Execution

The Contractor shall coordinate lease execution between all parties, and prepare a final lease folder formatted based upon GSA's 8 tab format. The Contractor shall also prepare notice for the RPCO to send to NOAA Finance initiating rental payments and forwarding Vendor Identification Number, and distribute copies of the lease to appropriate clients. The Contractor shall also abstract lease terms to enable entry of new lease in Federal RPM, and also complete a Lease Abstract, which will identify cyclical performance obligations on the part of the Lessor during the term of the lease.

C.2.3.4 Task 4 - Post-Award Services

a. Perform Post-Award Services

The Contractor shall support the agency in the enforcement and interpretation of lease provisions. The Contractor shall prepare Supplemental Lease Agreements to accept the space, outline any construction cost reconciliation and establish the lease term commencement, as required or other documentation as a result of post-award negotiations conducted between the agency and the Lessor prior to occupancy. Excluded from post award services is Contractor's participation in issues involving planning, design, construction (including interior build out) of the space or facility, reconciliation of construction costs, determination that the Lessor's alterations conform to the SFO, and establishment of punch lists pursuant to substantial completion.

C.2.4 Real Estate Support Services:

NOAA may have a need for a variety of real estate services, which include but are not limited to the following:

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Space Programming/Requirements Development

Lease Alteration contracting, design and/or construction oversight

Lease Extensions

Economic/TAPS Analysis

Operating Cost Escalation

Real Estate Tax Escalation and Appeals

Vacant Space Verification

IGE (Independent Government Estimate) Preparation

Building Assessment Report Preparation

Reconfiguration/Realignment Advisory

Lease Expansion

Adjustment for Vacant Premises

Subleasing Services (Government's Vacant Space)

Appraisal Services- Technical Assistance with Defining and Conforming to Congressional, OMB, and Other Intergovernmental Stakeholders

Legal Services for Regulatory Issues, Prospectus Lease, and Protest

Response/Litigation/Arbitration

Architectural & Design Services

Fee Development Services

Project Management Services

Construction Management Services

Fire Protection Engineering Services

Property/Facility Management Services

Lease Administration Services

Federally Owned Acquisition/Disposition Services

Portfolio Review & Analysis Services

Asset Management Services

Inspection Services

Due Diligence

Advertising

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Real Estate Advisory Services include, but are not limited to, the individual components of **Lease Acquisition Services** when ordered as an independent task order.

C.3 Staffing

The Contractor must ensure that all personnel, who perform work under this contract, whether through in-house staff, subcontractor, or teaming arrangement, are qualified to perform the respective task. The Contractor personnel who perform services under this contract shall have all licenses and certifications necessary to perform the required work in the geographical area where transactions or applicable real estate services occur. Contractor may, at its sole discretion and expense, associate with locally licensed and certified individuals to ensure all locations-specific licensing requirements are met. The Contractor shall submit qualifications of Key Personnel and/or subcontractors for NOAA's approval on a task order basis.

C.3.1 Key Personnel

NOAA requires that Lease Acquisition Services be performed in-house under this contract by Contractor's Key Personnel presented in the offer. Although replacement to Key Personnel will be considered on a case by case basis, NOAA requires that Key Personnel presented in the Offer be the same Key Personnel that provides services under the contract. Therefore, Contractor must present, in writing, Key Personnel's commitment to perform the services during the term of the agreement. Furthermore, Key Personnel qualifications cannot be satisfied through subcontracting, teaming, or other relationships. In addition, NOAA prefers that Key Personnel have prior experience working as a team providing federal lease acquisition services.

The Contractor shall provide all of the following Key Personnel to successfully achieve the scope of work of this contract. At **minimum**, Contractor is required to provide personnel with the qualifications of the Project Manager, Alternate Project Manager, Transaction Program Manager, and Transaction Specialist.

C.3.1.1 Project Manager

This position serves as the most senior executive on the team and possesses unique vision and expert knowledge. The Project Manager applies best industry practices, standards, and innovative solutions to transaction/negotiation strategy and complex problems regarding federal leased and owned real property. Works directly with client management and team members to apply strategic principles and concepts to federal lease acquisition transactions and related real estate services. Recognized as an expert in federal lease acquisition services and procedures.

This person possesses the following minimum qualifications:

-A four (4) year degree in real estate, business, or finance plus an advanced degree preferably in real estate. All degrees must be from an accredited college or university.

-A minimum of fifteen-(15) years commercial real estate experience specifically in lease space acquisition similar in nature, size and complexity to that required by the scope of work of this contract. Of the 15 years, the Project Manager will have a minimum of ten (10) most recent consecutive years exclusively in the area of providing third party lease acquisition services to a federal government agency(s) and third party representation of property owners for the acquisition of federal government leases.

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- Possess a working knowledge of NOAA space needs and internal missions including, but not limited to, administrative, field office and other space directives.
- Posses a strong working knowledge of all Federal laws, regulations, and policies and procedures applicable to the performance of this statement of work for a Government agency.

C.3.1.2 Alternate Project Manager

This position serves as the day-to-day most senior manager of task orders for real estate related projects and interfaces directly with the client agency staff. The Alternate Project Manager is responsible for formulating and enforcing work standards, assigning schedules, reviewing work discrepancies and communicating policies, procedures, and goals of the assignment to all team members. The Alternate Project Manager working in tandem with client and team members is responsible for the overall facilitation of the transaction including the development of business terms, analysis, negotiation and the organization/articulation of requirements into a RFP, SFO and similar documentation.

This person possesses the following minimum qualifications:

- A four (4) year degree in real estate, business, or finance. All degrees must be from an accredited college or university.
- A minimum of ten (10) years of commercial real estate experience specifically in lease space acquisition similar in nature, size and complexity to that required by the scope of work for this contract. Of the ten (10) years, the Alternate Project Manager will have a minimum of three (3) most recent consecutive years exclusively in the area of providing third party lease acquisition services to a federal government agency(s) and third party representation of property owners for the acquisition of federal government leases.
- Possess a working knowledge of NOAA space needs and internal missions including, but not limited to, administrative, field office and other space directives.
- Possess a working knowledge of all Federal laws, regulations, policies and procedures applicable to performance of this statement of work for a Government agency.

C.3.1.3 Transaction Program Manager

This core team member is responsible for providing senior level transaction expertise. The Transaction Program Manager works in tandem with the Project Manager(s) when applicable and is responsible for the overall facilitation of the transaction including the development of business terms, analysis, negotiation and the organization/articulation of requirements into a RFP, SFO, and similar documentation. This individual possesses a minimum of five (5) years of related real estate experience including a bachelor's degree from an accredited college or university.

This person shall possess the following minimum qualifications:

- A four (4) year degree in real estate, business, or finance. All degrees must be from an accredited college or university.

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- A minimum of five (5) years of commercial real estate experience specifically in lease space acquisition similar in nature, size and complexity to that required by the scope of work for this contract. Of the five (5) years, the Transaction Program Manager will have a minimum of two (2) most recent consecutive years exclusively in the area of providing third party lease acquisition services to a federal government agency(s) and third party representation of property owners for the acquisition of federal government leases.
- Possess a working knowledge of NOAA space needs and internal missions including, but not limited to, administrative, field office and other space directives.
- Possess a working knowledge of all Federal laws, regulations, policies and procedures applicable to performance of this statement of work for a Government agency.

C.3.1.4 Transaction Specialist/Realty Specialist

Serves as a fully experienced real estate associate. Expected to work independently with broad supervision and direction by senior management. Frequently interfaces with client personnel. Typically, the Transaction Specialist possesses a minimum of 1-2 year's experience and a bachelor's degree from an accredited college or university, and has Federal lease acquisition services experience. The Transaction Specialist also serves as an experienced facilitator on assignments involving transactional and technical task orders for real estate related projects. Works closely with all members of the team who assist with the development and facilitation of an assignment. Conducts extensive market analysis and research, when applicable.

C.3.2 LABOR CATEGORIES

The following Labor Categories will be separately priced and available to support deliverables required pursuant to this contract.

C.3.2.1 Project Manager

See Section C.3.1 herein

C.3.2.2 Alternate Project Manager

See Section C.3.1 herein

C.3.2.3 Transaction Program Manager

See Section C.3.1 herein

C.3.2.4 Advisor

This discipline covers a broad range of individual expertise and serves as a senior level industry specific advisor in real estate support services on real property related concerns. Expected to work independently with limited supervision and direction by senior management. Frequently interfaces with client personnel. Typically, this individual possesses a minimum of 5 years of related expertise including a bachelor's degree from an accredited college or university.

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C.3.2.5 Transaction Specialist/Realty Specialist

See Section C.3.1 herein

C.3.2.6 Project Assistant

Prepares and proofreads correspondence, reports and maintains filing system(s) for the business group. Experienced with automated word processing, spreadsheet and graphics workstation programs. Assists in collecting and organizing information required for preparation of documentation and deliverables. Must have excellent communication and writing skills. Must have a minimum of 1-2 years of relevant experience.

C.4 PAYMENT OF POSTAGE, FEES AND SUPPLIES

The Contractor shall pay all postage and fees related to contract services performed.

The Contractor is not required to use express mail as long as they can meet required submission dates using regular mail.

The Contractor will provide all equipment and supplies necessary to perform the Contract.

C.5 1352.237-70 REPORTS (MAR 2000)

a. Progress Reports

The Contractor shall submit, to the Government, a progress report in accordance with the reporting requirements specified in each task or delivery order.

C.6 SOFTWARE REQUIREMENTS

The Contractor shall submit data to NOAA using the Microsoft Office Suite, specifically, Word and Excel. Documents must be prepared using the most current publicly available version of the above listed software or one release prior, provided it is compatible with the current version of each used by NOAA.

C.7 ENCRYPTION REQUIREMENTS FOR EMAILING OF BUILDING DRAWING FILES

Building drawing files may NOT be transmitted via email unless encrypted in accordance with NOAA procedures. If available, NOAA encryption procedures will be provided after award.

C.8 LEASE EXPANSION

Lease expansion normally requires a supplemental lease agreement (SLA) to the existing lease in lieu of a new lease. The following actions are required.

1. Review the NOAA End User plans, conduct an orientation, and develop a project schedule. A limited schedule is required. Appropriate milestones to be included in the schedule should be determined with the NOAA End User and RPCO during orientation.
2. Coordinate with the NOAA End User and RPCO to develop requirements necessary to perform requested alterations.
3. The Contractor shall consolidate the requirements into a detailed scope of work and obtain the approval of the scope of work from the NOAA End User and the RPCO.

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4. The Contractor shall review agency layouts for compliance with the requirements of the National Fire Protection Act Section-101 (the Life Safety Code), Government program guidelines, OSHA standards and all other applicable codes and regulations. Layouts may be prepared by the Lessor or in some cases by a space planning contractor.

If the RPCO determines a certified Fire/Safety engineer is required to review and certify the floor plans, the Government will obtain the certification.

5. Prepare and submit to the RPCO an itemized cost estimate in the CSI format of all build out costs including the tenant improvements within the tenant improvement allowance and any NOAA End User reimbursable alterations/installations (improvements above the allowance) to be performed/provided and installed by the lessor. The cost estimate shall include the following and be shall be submitted to the RPCO prior to requesting an Offer: (a) Description of work. (b) Number of units and unit measurement, if applicable. (c) Unit cost (to include material cost, labor, overhead and profit). (d) Total cost per line item. (e) Total cost for tenant improvements within tenant improvement allowance. (f) Total cost for all reimbursable alterations/installations (not covered by the tenant improvement allowance).

6. Prior to requesting an Offer from the Lessor, the Contractor shall consult with the RPCO to determine whether the lease alterations will be amortized in the rental or paid for as a lump sum.

7. After approval by the RPCO, provide the scope of work to the lessor and request an Offer.

8. Review and evaluate the Offer to determine if the proposed rate is fair and reasonable in terms of current market rates and conditions. Ensure any costs previously amortized in the rent are not included in the proposed rental rate. Establish negotiation objectives for approval of the RPCO. After approval, negotiate a fair and reasonable price. This may include the rental rate, the cost of services, overtime utilities, lump sum reimbursable items/installations, and/or a Small Business Subcontracting Plan (if the contract modification has an aggregate value over \$500,000 and the lessor is a large business concern). The Contractor shall document all negotiations and discussions with Lessor and submit a price negotiation memorandum to the RPCO for review and approval.

9. Prepare a Supplemental Lease Agreement (SLA) for signature by the Lessor and the RPCO, incorporating the negotiated terms. The SLA shall document the total commission payment and the amount of the commission credit applied to reduce the shell rent. Submit the SLA in draft to the RPCO. The Contractor shall incorporate the RPCO's comments and provide two copies of the final SLA to the lessor for original signatures. The SLA is then submitted to the RPCO for signature. Distribution of SLA copies is the same as for the lease acquisition task.

10. Submit a copy of the SLA to the RPCO.

C.8.1 LEASE EXTENSION

NOTE: (If the Government has not prepared a justification for other than full and open competition (JOFOC), the Contractor may be required to prepare the justification as part of the task).

If an existing lease requires an extension beyond its original term, the Contractor shall perform the following services.

1. Determine the appropriate term of the required extension based on discussions with RPCO and NOAA End User.

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2. Submit a request for an extension of the lease to the Lessor on NOAA letterhead for the signature of the RPCO.

3. Upon receipt of the Lessor's proposal, review and evaluate the Offer to determine if the proposed rental rate is fair and reasonable in terms of current market rates and conditions. Verify that any amortized build out paid for the previous lease is not included in the proposed rental rate, prepare and obtain approval of negotiation objectives; negotiate price, term, or any other changes/alterations necessary to meet the NOAA End User's needs. At conclusion of negotiations, submit the negotiated price and terms in writing to the RPCO for approval including the proposed annual rental, any change in square footage (rentable and ANSI BOMA Office Area), and any other changes to lease costs not provided for in the annual rental, such as utilities and services, commission and commission credits.

4. After approval of negotiated terms, draft and submit to the RPCO a Supplemental Lease Agreement (SLA) with the terms of the lease extension. The SLA shall document the total commission arrangement including the total amount of commission to be paid by the lessor, the term the commission is based on, and the amount of the commission credited to shell rent. After review by the RPCO, submit two originals to the lessor for signature. Upon receipt from the lessor of the signed SLA, review it to ensure that no changes have been made and forward both originals to the RPCO for signature. After signature by the RPCO returned a fully executed copy (original signatures) to the Lessor and a copy to the RPCO, NOAA End User, or other party (not to exceed two additional offices) as directed by the RPCO.

C.9 1352.237-72 SECURITY PROCESSING REQUIREMENTS FOR CONTRACTOR/SUBCONTRACTOR PERSONNEL WORKING ON A DEPARTMENT OF COMMERCE SITE (LOW RISK CONTRACTS) (DEC 2006)

A. Investigative Requirements for Low Risk Contracts

Each person employed under this Low Risk contract shall undergo security processing by the Department's Office of Security as indicated below before being eligible to work on the premises of any Department of Commerce owned, leased, or controlled facility in the United States or overseas or obtain access to a DOC IT system. All Department of Commerce security processing pertinent to this contract will be conducted at no cost to the contractor.

1. Non-IT Service Contracts

a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)

b. Contracts less than 180 days - Special Agency Check (SAC)

2. IT Service Contracts

a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)

b. Contracts less than 180 days - National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE - formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)

Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:

1. Official legal status in the United States;

2. Continuously resided in the United States for the last two years; and

3. Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts

Processing requirements for Low Risk non-IT Service Contracts are as follows.

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1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF-85, Questionnaire for Non-Sensitive Positions, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.

3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INVA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OF-86C, by checking Block.#7, Item I. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence prior to the completion of the suitability determination based on the type of work and risk to the facility (i.e., adequate controls and restrictions are in place). The COR will notify the Contractor of an approved contract start date as well as favorable or unfavorable finding of the suitability determinations.

D. Security Processing Requirements for Low Risk IT Service Contracts

Processing requirements for Low Risk IT Service Contracts are as follows.

1. Contract employees employed in all Low Risk IT service contracts will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Form SF-85, Form FD-258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information

If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be barred from working on the premises of a facility for any of the following reasons:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.

2. Falsification of information entered on security screening forms or of other documents submitted to the Department.

3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.

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4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

SECTION D
PACKAGING AND MARKING

D.1 1352.247-72 MARKING DELIVERABLES (MAR 2000)

All correspondence, including emails, shall include the Contract Number and Task Order Number.

All documents prepared by the Contractor for signature by a NOAA official must be prepared on NOAA letterhead.

In accordance with FAR 11.106c, all documents prepared by the Contractor must be marked to indicate the Contractor who prepared them.

(End of clause)

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)
(Reference 46.304)

E.2 1352.246-70 INSPECTION AND ACCEPTANCE (MAR 2000)

The COR designated for a task order will perform inspection and acceptance services for NOAA.

The point of inspection and acceptance will be specified in each task or delivery order.

(End of clause)

E.2.1 General

The Contractor is responsible for their own quality control including the day-to-day inspection and monitoring of all work performed to ensure compliance with the contract requirements.

Services must be in compliance with contract requirements including, applicable laws and regulations and submissions must be complete, accurate and professionally prepared prior to acceptance by NOAA.

SECTION F
DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE

The Contractor shall provide services nationwide, including related territories, as indicated on each individual task order. The Contractor will attend meetings at NOAA's headquarters campus in Silver Spring, MD, at the discretion of the Government to provide project planning, and status on Real Estate Support Service projects.

F.2 1352.215-70 PERIOD OF PERFORMANCE (MAR 2000)

a. The period of performance of this contract is from the date of a contract award, through 5 calendar years thereafter.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MAR 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

G.2 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (FEB 2005)

a. A COTR will be designated at the time of a contract award. The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:

b. The responsibilities and limitations of the COTR are as follows:

(1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.

(2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer (CO). The CO may designate assistant or alternate COTR(s) to act for the COTR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the Contractor.

(End of clause)

G.3 1352.216-76 PLACEMENT OF ORDERS (MAR 2000)

The Contractor shall provide services under this Contract only as directed in Task Orders. In accordance with FAR 16.505, each order will include:

- (i) Date of order.
- (ii) Contract number and order number.
- (iii) Item number and description, quantity, and unit price or estimated cost or fee.
- (iv) Delivery or performance date.
- (v) Place or delivery or performance (including consignee).
- (vi) Packaging, packing, and shipping instructions, if any.
- (vii) Accounting and appropriation data.
- (viii) Method of payment and payment office, if not specified in the contract.
- (ix) Any other pertinent information.

In accordance with FAR 52.216-18, ORDERING, the following individuals (or activities) are authorized to place orders against this contract:

Any warranted Contracting Officer with the DOC.

(End of clause)

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H.1 1352.208-70 PRINTING (MAR 2000)

Unless otherwise specified in this contract, the Contractor shall not engage in, or subcontract for, any printing (as that term is defined in Title I of the Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with performing under this contract. Provided, however, that performing a requirement under this contract involving the duplicating of less than 5,000 units of only one page, or less than 25,000 units in the aggregate of multiple pages, such pages are not exceeding a maximum image size of 10 and 3/4 inches by 14 and 1/4 inches, will not be deemed printing.

(End of clause)

H.2 1352.209-72 RESTRICTIONS AGAINST DISCLOSURE (MAR 2000)

a. The Contractor agrees, in the performance of this contract, to keep the information furnished by the Government and designated by the Contracting Officer or Contracting Officer's Technical Representative in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, i.e., on a "need to know" basis. The Contractor agrees to immediately notify the Contracting Officer in writing in the event that the Contractor determines or has reason to suspect a breach of this requirement.

b. The Contractor agrees that it will not disclose any information described in Subsection A to any persons or individual unless prior written approval is obtained from the Contracting Officer. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(End of clause)

H.3 1352.209-73 COMPLIANCE WITH THE LAWS (MAR 2000)

The Contractor shall comply with all applicable laws and rules and regulations having the force of law which deal with or relate to performance hereunder or the employment by the Contractor of the employees.

(End of clause)

H.4 1352.231-70 DUPLICATION OF EFFORT (MAR 2000)

The Contractor hereby certifies that costs for work to be performed under this contract and any subcontract hereunder are not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The Contractor agrees to advise the Contracting Officer, in writing, of any other Government contract or subcontract it has performed or is performing which involves work directly related to the purpose of this contract. The Contractor also certifies and agrees that any and all work performed under this contract shall be directly and exclusively for the use and benefit of the Government, and not incidental to any other work, pursuit, research, or purpose of the Contractor, whose responsibility it will be to account for it accordingly.

(End of clause)

H.5 1352.233-70 HARMLESS FROM LIABILITY (MAR 2000)

The Contractor shall hold and save the Government, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject to or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this contract, arising or resulting in whole or in part from the fault, negligence, wrongful

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act or wrongful omission of the contractor, or any subcontractor, their employees, and agents.

(End of clause)

H.6 1352.237-73 KEY PERSONNEL (MAR 2000)

a. The Contractor shall assign to this contract the following Key Personnel:

Project Manager:

Alternate Project Manager:

Transaction Specialist:

Transaction Program Manager:

b. The Contractor shall obtain the consent of the Contracting Officer prior to making Key Personnel substitutions. Replacements for Key Personnel must possess qualifications equal to or exceeding the qualifications of the personnel being replaced specified.

c. Requests for changes shall be submitted to the Contracting Officer at least 15 working days prior to making any permanent substitutions. The request should contain a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on substitutions. The contract will be modified to reflect any approved changes.

(End of clause)

H.7 TASK ORDERS

The following outlines the process NOAA and the Contractor shall follow when requirements for Real Estate Support Services are identified.

All required services under this IDIQ will be ordered, as needed, by issuance of a fully executed task order signed by the Contracting Officer or a designated Ordering Official. The work to be performed under the task order must be within the scope of the contract. The Government is only liable for labor hours expended under the terms and conditions of this contract to the extent that a fully executed task order has been issued and covers the required work. Charges for any work not authorized shall be disallowed.

The COR shall initiate the task order process by preparing a document that clearly states the requirements and objectives hereinafter referred to as the scope of work (SOW). The SOW will provide a detailed description of the functional or other objectives to be achieved, a schedule for completion, and table of deliverables.

The Contracting Officer or a designee will ask the Contractor to submit a proposal for completing the tasks specified in the SOW. The Contractor shall return its proposal to the Contracting Officer or designee within ten (10) calendar days, unless otherwise mutually agreed upon, after the request is received. The Contractor's proposal shall define the scope, specific tasks and action, which are proposed to be taken to complete the task, and a cost estimate/proposed price.

Based upon the proposal, the Contractor and the Government shall (as deemed necessary) negotiate the number of hours and labor mix required to complete the task order, any changes in the SOW to be performed, the schedule or the deliverables to be provided in the task order.

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Within five (5) working days following the conclusion of the final negotiations, unless otherwise mutually agreed upon, the Contractor shall submit a revised proposal, which reflects the negotiated agreement.

The Government may, at the Contracting Officer's discretion, establish a line item with a not-to-exceed dollar value that may be used by an authorized ordering official to issue tasks for services valued up to \$3,000.

Following execution of the task order, technical clarification may be issued in writing at any time by the COTR, to amplify or provide additional guidance to the Contractor regarding performance of the task order. The Contract shall notify the Contracting Officer of any instruction or guidance the Contractor considers to be a change in the task order, which will impact the cost, schedule, deliverables, or content of the baseline work plan. In cases where technical instruction or other events may dictate a change from the baseline, the task order may be formally modified in writing by the Contracting Officer to reflect modifications to the tasking. The Contractor is responsible for revising the work plan to reflect task order modifications within five (5) working days, unless otherwise mutually agreed upon, following negotiation or issuance of a modification to the task order.

Task orders may be placed during the period of performance of the contract, as specified elsewhere in this document. Labor rates applicable to hours expended in performance of an order will be the contract rate that is in effect at the time the task order is executed. Any task order issued during the period of performance of this contract and not completed within the time shall be governed by the contract terms to the same extent as if the order were completed during the contract's period of performance, including the contract and individual order ceiling prices, if applicable.

H.8 ORGANIZATIONAL CONFLICT OF INTEREST

General. Subpart 9.5 of the Federal Acquisition Regulation, 48 C.F.R. 9.5, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest.

Purpose. The purpose of this clause is to avoid, neutralize, or otherwise mitigate organizational conflicts of interest that might exist related to a Contractor's performance of work required by this contract. Such conflicts may arise in situations including, but not limited to: a Contractor's participation as an offeror or representative of an offeror, in a procurement in which it has provided assistance in the preparation of the Government's requirements and specifications; a Contractor's providing advisory assistance to the Government in a procurement in which the Contractor's firm, or one which the Contractor represents, is an actual or potential offeror; and a Contractor's participation, as an offeror or representative of an offeror, in a procurement where the Contractor has obtained confidential or proprietary information relating to competing offerors as a result of the Contractor's work on prior task orders.

Definitions. For purposes of this clause

- (1) "Contractor" means: an individual or other legal entity that
 - a. Directly or indirectly (e.g. through an affiliate), submits offers for or is awarded, or reasonably may be expected to submit offers for or be awarded, a Government contract, including a contract for carriage under Government or commercial bills of lading, or a subcontract under a Government contract; or
 - b. Conducts business, or reasonable may be expected to conduct business, with the Government as an agency or representative of another contractor, and
 - c. Includes the Contractor; any of the Contractor's parents,

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affiliates or other entities in which the Contractor or such parents or affiliates have a financial interest; successors in interest to the Contractor or any of its parents or affiliates; proposed consultants or subcontractors at any tier; and employees thereof.

(2) "Parent" means a business concern, organization, or individuals that has/have a controlling interest in another business concern, organization, or individual. Indicative of controlling interest includes, but is not limited to, ownership of more than one-half interest.

(3) "Affiliates mean a business concern, organization, or individuals that, directly or indirectly, (1) either one controls or has the power to control the other, or (2) a third party controls or has the power to control both. Indicia of control include, but are not limited to, interlocking management or ownership, identity of interests among family members, shared facilities and equipment, common use of employees, or a business entity organized following the debarment, suspension, or proposed debarment of a contractor which has the same or similar management, ownership, or principal employees as the contract that was debarred, suspended, or proposed for debarment.

Restrictions. The Contractor agrees:

1. As a condition of its award of this Contract, to provide a mitigation plan that establishes a "conflict wall", in form and manner satisfactory to the Contracting Officer. Any such "conflict wall" shall, at a minimum:

(a) Inform all members of the Contractor of the existence of the "conflict wall" and the restrictions set forth in this Clause;

(b) Ensure the establishment and maintenance, during the term of this Contract, of separate electronic file servers and other electronic safeguards to prevent access to documents, files and information related to Contractor's work under this Contract to other than Contractor personnel working under this Contract, including Contractor personnel representing building owners or lessors;

(c) Ensure that paper files and documents are kept, safeguarded and maintained in separate, secure locations that will preclude access to Contractor personnel not working under this Contract, including Contractor personnel representing building owners or lessors

(d) Be maintained at all times during the term of this Contract

2. To remain subject, during the term of the Contract, to periodic inspection and verification of the "conflict wall" and the processes and procedures to be maintained in connection therewith.

3. To execute, in connection with any awarded Task Order under this Contract, such certifications as the Contracting Officer may deem necessary and appropriate confirming the continuing existence of the "conflict wall" and the processes and procedures included there under.

4. That none of Contractor's personnel (including without limitation employees, consultants or subcontractors) performing work under this Contract will participate, in any capacity, in providing any advice or representation to a building owner, representative, lessor or other third-party in connection with any Government leasing transaction during the term of this Contract and for an additional period of six (6) months following conclusion of Contractor's work under the Contract.

5. That any person performing services under this Contract shall be and remain, during the term of this Contract, ineligible to share in any fees or commissions received by or payable to Contractor by virtue of Contractor's

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representation of a building owner, representative, lessor or other third-party in a lease transaction involving the Government; **provided**, any such person shall be entitled to share in any cooperating tenant fee or commission available to Contractor under this Contract.

6. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute such Confidentiality and Non-Disclosure Agreements, or other documents which the Contracting Officer, in his/her sole discretion, may require in order to protect the proprietary nature or confidentiality of information provided by the Government or otherwise received by the Contractor in connection with its work under this Contract. Such Agreements or documents may provide that violations of their terms may result in criminal and civil penalties in accordance with, among other laws and regulations, 41 U.S.C. §423. Failure of the Contractor to provide required Agreements or documents under this paragraph from all required personnel may result in termination of Contractor's work under the task order at issue at no cost to the Government.

7. That all personnel performing work in connection with an awarded task order under this Contract may be required to execute the agreements contemplated by Section 9.505-4(b) of the Federal Acquisition Regulation, 48 C.F.R. §9.505-4(b).

8. That all personnel performing services under this Contract will treat any and all information generated and received in connection with their work as proprietary and confidential, continue to do so in perpetuity, and disclose and utilize such information only in connection with their work under the Contract.

9. Prior to the acceptance of a task order request, to immediately notify the Contracting Officer of any potential conflict of interest that would prevent or limit the Contractor's ability to perform the work requested. If any such conflict is identified, and the Contractor nonetheless desires to undertake the requested work, consistent with the other requirements and restrictions of this Clause, the Contractor shall provide the certification required by paragraph three (3) above and, if awarded the task order for the transaction at issue, an executed dual agency notification and consent statement from any other interested parties affected by Contractor's performance of work related to the task order.

10. To immediately notify the Contracting Officer of any conflict of interest discovered during Contractor's performance of work pursuant to a Government-issued task order; **provided** that the Contracting Officer shall have the right to impose such restrictions as he/she deems appropriate on Contractor's performance based on the existence of such a conflict or, if the Contracting Officer determines that such restrictions would not adequately address the conflict of interest at issue, to terminate the Contractor's performance of work under the task order at no cost to the Government.

11. That in the event that the Contractor knowingly withholds the existence of a conflict of interest from the Government, that the Contracting Officer may terminate this Contract at no cost to the Government; **provided** that the foregoing shall be in addition to all other remedies and causes of action which the Government may have against the Contractor, including the suspension and/or debarment of the Contractor.

12. To include this Conflict of Interest clause, including this subparagraph, in all of Contractor's subcontracts at all tiers (appropriately modified to preserve the Government's hereunder) which involve the performance of work by subcontractors in support of this Contract.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

13. That, in addition to the remedies enumerated above, the Government may terminate this Contract for cause in the event of Contractor's breach of any of the above restrictions.

The restrictions provided in paragraph (d) 1.,2.,3.,5.,6.,7.,9.,10.,11.,12., and 13 above shall not apply to a Contractor who, as a condition of its award of this Contract, agrees and covenants (1) that it will not, during the term of the Contract, represent any building owner, representative, lessor or other third-party to the Government in connection with a Government-issued leasing action; or (2) that it is and will remain, during the term of the Contract, an exclusive provider of tenant representation services.

H.9 1352.252-70 REGULATORY NOTICE (MAR 2000)

Contractors are advised that certain provisions and clauses identified with a Commerce Acquisition Regulation (CAR) notation for identification purposes, have not yet been incorporated into the CAR. However, all of these items are binding for this acquisition and will eventually be contained in the CAR at Part 13 of Title 48 of the Code of Federal Regulations.

(End of clause)

SECTION I
CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>
(End of Clause)

I.2 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
(Reference 22.1006)

The applicable U.S. Department of Labor Wage Determination will be incorporated into each task order.

I.3 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE
ADJUSTMENT (FEB 2002)
(Reference 22.1006)

I.4 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of a contract award, through 5 calendar years thereafter.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
(End of Clause)

I.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$1,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$1 million

(2) Any order for a combination of items in excess of \$1 million or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

SECTION I
CONTRACT CLAUSES

I.6 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after receipt and acceptance of the last shipment made under the final task order.

(End of Clause)

I.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration of the contract.

(End of Clause)

I.8 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Clerk	\$12.73
Secretary	\$17.64

_____	_____
_____	_____

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

THERE ARE NO ATTACHMENTS TO THIS DOCUMENT.

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS

K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 531390.

(2) The small business size standard is 1.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

{End of Provision}

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 BASIS FOR AWARD

A contract will be awarded to a responsible offeror that offers a fair and reasonable price that is determined by the Contracting Officer to be the best value to the Government. The Government reserves the right not to award a contract, depending upon the quality of the offer received.

SECTION M
EVALUATION FACTORS FOR AWARD

THIS SECTION IS BLANK INTENTIONALLY

